

EXHIBIT 22

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1 Honorable Chad Allred
2 KING COUNTY
3 SUPERIOR COURT CLERK
4 E-FILED
5 CASE NUMBER: 18-2-06771-5 KNT

7 SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR THE COUNTY OF KING

9 MARTHA S. ZAMORA and RUTILIO
10 ZAMORA; IRENE CRUZ; EDUARDO
11 VAZQUEZ VITE; MA ANITA BRITO-
12 MUNGUIA; URIEL ZAMORA; NALLELICA
13 ZAMORA;

14 Plaintiffs,

15 v.

16 FIFE MOTEL, INC., a Washington
17 corporation,

Defendant.

NO. 18-2-06771-5 SEA

SECOND AMENDED COMPLAINT FOR
DAMAGES

JURY TRIAL DEMANDED

17 I. INTRODUCTION

18 Plaintiffs are residents of the Firs Mobile Home Park, a property that is owned
19 and operated by Defendant Fife Motel, Inc. The Plaintiffs bring this action against the
20 Defendant for unreasonably interfering with their property rights and committing unfair,
21 deceptive, and in some cases outrageous, acts during the course of attempting to
22 remove the Plaintiffs from their homes.

23 II. PARTIES

24 1. Plaintiffs Martha and Rutilio Zamora reside at the Firs Mobile Home
25 Park in King County, Washington. They lease a lot that is located within the mobile
26 home park commonly referred to as "Unit 4."

SECOND AMENDED COMPLAINT- 1
(No. 18-2-06771-5 SEA)

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2. Plaintiff Irene Cruz resides at the Firs Mobile Home Park in King County, Washington. She leases a lot that is located within the mobile home park commonly referred to as "Unit 8."

3. Plaintiff Nallellica Zamora resides at the Firs Mobile Home Park in King County, Washington. She leases a lot that is located within the mobile home park commonly referred to as "Unit 14."

4. Plaintiff Eduardo Vazquez Vite resides at the Firs Mobile Home Park in King County, Washington. He leases a lot that is located within the mobile home park commonly referred to as "Unit 21."

5. Plaintiff Ma Anita Brito-Munguia resides at the Firs Mobile Home Park in King County, Washington. She leases a lot that is located within the mobile home park commonly referred to as "Unit 28."

6. Plaintiff Uriel Zamora resides at the Firs Mobile Home Park in King County, Washington. He leases a lot that is located within the mobile home park commonly referred to as "Unit 56."

7. Defendant Fife Motel, Inc., is a Washington for profit corporation residing and doing business in King County, Washington. Defendant Fife Motel, Inc., does business in King County as the "Firs Mobile Home Park." The mobile home park is located at 20440 International Boulevard in SeaTac, Washington.

III. JURISDICTION AND VENUE

8. This Court has jurisdiction over the parties pursuant to RCW 49.60 *et seq.*, RCW 19.86 *et seq.*, and the Washington Constitution. See Const. art. IV, § 6.

9. Venue is proper pursuant to RCW 4.12.025(1)(a)-(d) because at all relevant times Defendant transacted and continues to transact business in King County and Defendant's registered agent is in King County.

IV. FACTUAL ALLEGATIONS

10. Plaintiffs reside in mobile homes at the Firs Mobile Home Park in SeaTac.

11. Like most of the park's 170 residents, all of the Plaintiffs are Hispanic.

12. Many park residents, like Rutilio and Martha Zamora, Irene Cruz, and Ma Anita Brito-Munqia, have young children living with them at home.

13. The mobile home park is owned and operated by Defendant Fife Motel, Inc. ("Fife").

14. The mobile home park was purchased by Fife in October of 2007.

15. Fife does business in SeaTac as the Firs Mobile Home Park.

16. Fife is presently governed by Jong Soo Park, among others.

17. Plaintiffs rent space for their mobile homes from the Defendant.

18. They pay a monthly rent for their space.

19. The rent varies by household but ranges between \$450 and \$500.

20. Each lot is subject to a written lease that either identifies a Plaintiff as the homeowner or was assigned to a Plaintiff that is the homeowner.

21. Each lease contains substantively identical provisions that purport to absolve the Defendant of certain duties and waive Plaintiffs' rights to due process.

22. For instance, after the initial one-year rental term, Plaintiffs' leases purport to convert the rental term into a month-to-month tenancy.

23. The leases also purport to waive the Defendant's obligation to offer Plaintiffs a new lease term annually.

24. These provisions are invalid under the Mobile Home Landlord Tenant Act, Chapter 59.20 RCW and *Holiday Resort Cnty. Ass'n v. Echo Lake Assocs.*, LLC, 134 Wn. App. 210 (2006).

1 25. Most of the leases at issue also obligate the Defendant to pay for
2 Plaintiffs' water and sewer charges.

3 26. But the Defendant breached these lease terms and for the last several
4 years has billed Plaintiffs for water and sewer charges.

5 27. Even though the Defendant was not allowed to impose these charges,
6 Plaintiffs believed they had to pay them and did so.

7 28. The Defendant also increased Plaintiffs' monthly rent without providing
8 the required three-months' notice under RCW 59.20.090(2).

9 29. Their rents were raised in the middle of their lease terms contrary to
10 RCW 59.20.090(2).

11 30. Since acquiring the park, the Defendant has failed to fulfill other statutory
12 duties under the MHLTA, including maintaining and protecting homeowners' utility
13 connections as required under RCW 59.20.130(6).

14 31. For instance, after receiving notification that there were issues with
15 electrical connections in common areas through no fault of the homeowners,
16 Defendant refused to repair electrical breakers and other equipment for which the
17 Defendant was responsible.

18 32. On one occasion, Defendant's inaction resulted in Plaintiff Nallelica
19 Zamora losing power for more than two weeks.

20 33. Additionally, after receiving notification that there were issues with sewer
21 connections and pipes in common areas through no fault of the homeowners,
22 Defendant forced Plaintiff Eduardo Vazquez Vite to repair utility lines for which the
23 Defendant was responsible.

24 34. Also, after receiving notification that there was damage to electrical
25 connections to Plaintiff Uriel Zamora's unit, Defendant told Plaintiff that he would
26

1 receive free rent if he fixed it himself, but after Plaintiff did so, Defendant reneged and
2 then pledged to sue Plaintiff if he did not keep his rent current.

3 35. In these cases, and others, the Defendant refused to repair utilities for
4 which it was responsible, told Plaintiffs to fix the problem, and then refused to credit
5 their contributions to their rent or otherwise.

6 36. Defendant's inaction on these and other utility issues despite its
7 knowledge of them has caused Plaintiffs injury and damages.

8 37. When Plaintiffs and other homeowners have raised issue with third party
9 utility providers, they have been told that problems involved issues with utilities in
10 common areas for which the Defendant is responsible.

11 38. Defendant has also failed to maintain roads within the mobile home park
12 in good condition as required by RCW 59.20.130(9) and failed to maintain common
13 premises to prevent the accumulation of stagnant water under RCW 59.20.130(2).

14 39. Drainage in common areas is not functional and causes large pools of
15 water to develop, impairing ingress and egress.

16 40. Defendant's inaction has resulted in the occasional overflow of sewage
17 and wastewater into common areas and beyond.

18 41. Defendant has also failed to ensure the park is adequately protected
19 from fires and other damage.

20 42. For instance, Defendant has refused to implement and install basic fire
21 safety protection, including a water source within the park.

22 43. Defendant's failure to implement and install basic fire safety protections
23 has created significant risk to Plaintiffs and their property.

24 44. Defendant has also refused to maintain trees and other vegetation and
25 growth in common areas.

1 45. Defendant's inaction has required Plaintiffs and other homeowners to
2 trim, prune, and remove trees and other vegetation in common areas.

3 46. Defendant has also failed to maintain the security of common areas
4 containing Plaintiffs' mailboxes.

5 47. Defendant has refused to repair windows surrounding Plaintiffs'
6 mailboxes and refused to repair broken mailboxes, permitting easy access to
7 unauthorized third parties.

8 48. Some residents have had their mail stolen and others do not use them at
9 all.

10 49. Defendant has also failed to exterminate or make reasonable efforts to
11 exterminate rodents, vermin, and other pests in common areas and throughout the
12 park that are dangerous to the health and safety of Plaintiffs.

13 50. Defendant's inaction has limited Plaintiffs' ability to use common areas
14 and caused them to fear for the health and safety of their children going to and from
15 school.

16 51. Mr. Park publicly admitted to *The Seattle Times* in an article published on
17 or about March 10, 2018, that he has abdicated fundamental duties under the MHLTA:
18 "It [the park] is too old and not safe."

19 52. Despite the Defendant's abdication of its statutory duties, Plaintiffs have
20 invested considerable resources in their mobile homes and their mobile home park
21 community.

22 53. Plaintiffs, like most park residents, work in the service sector and some
23 own small businesses.

24 54. Many work multiple jobs for long hours to make sure they keep their bills
25 paid, rent current, and children cared for.

1 55. Through hard work and dedication, homeowners purchased their homes
2 and made significant improvements to the interior and exterior.

3 56. For instance, Plaintiffs added fixtures to the property like porches,
4 garages, and storage sheds.

5 57. But in 2016, to Plaintiffs' surprise, Defendant began its efforts to
6 demolish the mobile home park and claimed that it would erect a hotel and apartments
7 on the site.

8 58. The Defendant filed an application for approval to relocate park residents
9 with the City of SeaTac on May 27, 2016.

10 59. SeaTac's Municipal Code, under § 15.465.600(H)(1)(c), required the
11 Defendant's plan to include a list of relocation options in King and Pierce counties, a
12 description of those options, low-cost apartment options in King County, information
13 from banks concerning first-time buyer programs, information about options from King
14 County or nonprofit entities, and information about mitigation funds from the Port of
15 Seattle.

16 60. A relocation plan must be delivered to all homeowners "prior to or
17 coincident with the minimum twelve (12) month notice of intent to close the park."
18 SMC § 15.465.600(H)(2)(h).

19 61. The applicant must also provide the City of SeaTac with a monthly report
20 indicating which homeowners remain in the park, which spaces have been vacated
21 together with a description of the destination of vacating homeowners and housing
22 obtained. SMC § 15.465.600(H)(2)(j).

23 62. The ordinance also states that mobile home park "shall not be closed"
24 prior to the issuance of a certificate of satisfactory completion from the City of SeaTac.
25 SMC § 15.465.600(H)(2)(k).

1 63. Under this provision, a relocation plan will be deemed satisfactorily
 2 implemented only when the plan's stated actions have been implemented and when all
 3 homeowners have relocated.

4 64. On October 17, 2016, the City of SeaTac approved Defendant's
 5 relocation plan subject to the city's code.

6 65. Contrary to the code's requirements, however, the Defendant attempted
 7 to close the park prior to the issuance of a certificate of satisfactory completion.

8 66. The Defendant took actions to secure the removal of all residents from
 9 the mobile home park and to demolish their homes, improvements, and equity.

10 67. The Defendant posted a public notice in the park indicating that it would
 11 no longer accept monthly lease payments and that it would no longer manage the
 12 park.

13 68. The Defendant also allegedly posted and mailed notices to homeowners
 14 indicating that their leases would terminate the following year, on October 31, 2017.

15 69. Although the MHLTA requires personal service, RCW 59.20.150(1)(a),
 16 the Defendant did not personally serve many residents of the park.

17 70. The MHLTA allows alternative service only if the homeowner is "absent."

18 71. Some park residents, including Plaintiff Martha Zamora was not "absent"
 19 when the Defendant alleged personal service was attempted.

20 72. She recalls seeing people walking around with a video camera and
 21 thought it was strange.

22 73. In other cases, the Defendant failed to effectuate alternative service
 23 under RCW 59.20.150(1)(b).

24 74. For instance, the Defendant did not effectuate alternative service upon
 25 Plaintiffs Eduardo Vazquez Vite or Uriel Zamora.

1 75. Defendant also failed to provide Plaintiffs with notice that it did not intend
2 to renew their leases one month prior to the expiration of their rental agreements as
3 required under RCW 59.20.090(3).

4 76. When Plaintiffs and other residents of the mobile home park were
5 informed that the Defendant intended to close the park down, they feared that removal
6 from the site would force them and their families into homelessness.

7 77. Relocating their mobile homes is not an option because the cost of
8 moving a mobile home to a new location exceeds its fair market value. A mobile home
9 is a manufactured home that generally is moved only once: From the factory to the
10 initial site, where it is installed, connected to utilities, and becomes a fixture on the
11 land. Mr. Park's proposed closure had the immediate practical effect of reducing or
12 eliminating the value of the homes located in the Firs Mobile Home Park, since
13 potential homebuyers would be unwilling to purchase a mobile home in a mobile home
14 park slated for closure. Mr. Park's intent to close the Firs Mobile Home Park
15 destroyed the Firs Homeowners investment and home equity.

16 78. Facing a total loss of their homes and community, Plaintiffs organized
17 with other Firs residents and established the Firs Home Owners Association ("HOA").

18 79. The HOA's members challenged the Defendant's relocation plan and
19 appealed the City of SeaTac's decision approving the relocation plan.

20 80. The appeal was denied by the SeaTac Hearing Examiner on February
21 22, 2017.

22 81. The HOA then petitioned for review under the Land Use Petition Act,
23 Chapter 36.70C RCW ("LUPA").

24 82. In June, King County Superior Court Judge LeRoy McCollough heard
25 oral argument in the LUPA action and reversed the Hearing Examiner's decision.
26

1 83. While the LUPA action was pending, Defendant attempted to coerce and
 2 intimidate Plaintiffs and other park residents into agreeing to a relocation plan that paid
 3 each household \$2,000 and released and waived any and all federal, state, or local
 4 claims that any member of the household could bring against the landlord.

5 84. The Defendant threatened to retaliate against park residents who were
 6 involved in the HOA and participating in the LUPA case by promising to evict them
 7 immediately unless they entered into the relocation plan that would waive their claims
 8 under LUPA.

9 85. The Defendant's threat to evict homeowners immediately did not
 10 acknowledge that self-help is illegal in Washington.

11 86. The Defendant's threat to evict homeowners immediately also did not
 12 acknowledge that a court order granting restitution of the premises to the landlord is a
 13 pre-condition to repossession of property.

14 87. On November 21, 2017, Defendant filed unlawful detainer actions
 15 against several homeowners, including Plaintiff Uriel Zamora and Plaintiff Nallellica
 16 Zamora.

17 88. Uriel Zamora and Nallellica Zamora are members of the HOA and are
 18 involved in the LUPA action.

19 89. Defendant initiated these actions in the middle of the Plaintiffs' lease
 20 terms in violation of RCW 59.20.050(1), 59.20.060(2)(d), RCW 59.20.090(1).

21 90. On December 1, 2017, Defendant posted another notice in the mobile
 22 home park.

23 91. The notice stated that to avoid an eviction, residents "must sign the
 24 relocation agreement (will get \$2,000)."

25
 26

1 92. The notice indicated that if residents signed the relocation agreement,
2 and agreed to waive and release any and all claims against the landlord, they could
3 remain living in the mobile home park until March 31, 2018.

4 93. However, if residents refused to sign the relocation agreement, they
5 would "be evicted right away."

6 94. A copy of the relocation agreement was also posted.

7 95. The agreement made clear that residents must release and waive any
8 and all claims against the landlord under federal, state and local law.

9 96. Mr. Park also harassed, intimidated, and bullied residents who refused to
10 sign the Defendant's relocation agreement.

11 97. On December 5, Mr. Park sent a text message to residents stating that to
12 "avoid eviction you have to sign the relocation agreement by December 10[.]"

13 98. On December 7, residents who refused to sign the relocation agreement
14 received a letter from Defendant stating that "I have no choice but to begin the eviction
15 process. To avoid eviction you have to sign the Relocation Agreement."

16 99. The letter stated that if the resident signed the relocation agreement,
17 "You will be allowed to stay until March 31, 2018 and if the closing date delayed in
18 certain situation, you can stay until new closing date."

19 100. The letter continued, "We have taken all necessary legal steps and the
20 Firs Mobile Home Park will close eventually regardless of what your attorney says or
21 does.... Once you receive the eviction notice from my attorney, you will be evicted
22 and have to pay all the legal fees and expenses according to the lease agreement."

23 101. The Defendant targeted specific residents it knew were involved in the
24 homeowners association and active in the LUPA case.

25 102. For instance, Plaintiff Martha Zamora was approached by Mr. Park in
26 December.

1 103. Martha Zamora is married to Rutilio Zamora, a member of the HOA
2 board and active in the LUPA litigation.

3 104. Mr. Park demanded that Martha Zamora sign the Defendant's proposed
4 relocation plan.

5 105. When Mrs. Zamora refused, Mr. Park told Mrs. Zamora, "I am going to
6 evict your ass."

7 106. This threat was made in front of Mrs. Zamora's daughter.

8 107. Plaintiff Ma Anita Brito-Munguia was also approached by Mr. Park.

9 108. Mr. Park stated that if she did not sign the relocation agreement, he
10 would have the sheriff out in two days to forcibly remove her from the property.

11 109. Mr. Park had not in fact even sued Ms. Brito-Munguia yet.

12 110. But two days later, on or about December 14, 2017, Defendant filed a
13 lawsuit against her.

14 111. Mr. Park attempted to pressure other Plaintiffs by showing up at their
15 doors late in the evening and demanding they agree to the proposed relocation plan.

16 112. For instance, Mr. Park showed up at the homes of Mr. Vazquez Vite and
17 Ms. Cruz late one evening in December and attempted to intimidate them into signing
18 his relocation plan.

19 113. When they refused, Mr. Park threatened them.

20 114. He told Mr. Vazquez Vite that he had made a "bad choice."

21 115. The Defendant then brought unlawful detainer actions against Mr.
22 Vazquez Vite, Irene Cruz, and Martha and Rutilio Zamora

23 116. Each of the lawsuits named not only those members of the HOA and
24 individuals that were participating in the LUPA action, but they targeted the HOA's
25 governance and leadership structure.

26 117. Rutilio Zamora is the board vice president.

1 118. Ma Anita Brito-Munguia is the treasurer.

2 119. Irene Cruz is a member of one of the board's committees.

3 120. Other Plaintiffs are related to members of the HOA's governance and
4 leadership structure.

5 121. Defendant initiated these actions in the middle of the Plaintiffs' lease
6 terms in violation of RCW 59.20.050(1), 59.20.060(2)(d), RCW 59.20.090(1).

7 122. Even after filing suit, Defendant continued threatening and intimidating
8 park residents.

9 123. On December 17, the Defendant sent another letter to park residents.

10 124. This letter contained the same threats as those in the previous
11 correspondence.

12 125. The eviction lawsuits were retaliatory for Plaintiffs' participation in a
13 homeowners association and filing and prosecuting a Land Use Petition Act lawsuit in
14 violation of RCW 59.20.070(5).

15 126. The Defendant also retaliated against Plaintiffs by sporadically shutting
16 off their access to water within the park.

17 127. For instance, between December and February, Plaintiffs estimate the
18 water being shut off on approximately four occasions.

19 128. On each of these occasions, water was shut off without providing
20 Plaintiffs' notice.

21 129. On each of these occasions, the water was shut off for three to six hours.

22 130. Mr. Park also blocked off the doors and windows of the home in which
23 Mr. Vazquez Vite's mother was living.

24 131. He claimed it was necessary to effectuate relocation.

132. Plaintiffs have suffered and continue to suffer injury and damages as a result of Defendant's conduct, including distress, anguish, anxiety, annoyance, irritation, discomfort, and fear.

133. Defendant's conduct deprived Plaintiffs' of the right to due process and
the opportunity to negotiate new lease terms.

134. Defendant's conduct unreasonably interfered with Plaintiffs' use and enjoyment of real property.

135. Defendant's conduct impaired Plaintiffs' ability to work and/or operate their businesses.

136. Defendant's conduct also prejudices Plaintiffs' ability to relocate in the future.

137. Defendant's conduct makes relocation more expensive for Plaintiffs by requiring them to submit more rental applications and associated fees to prospective landlords and many landlords will not consider a new tenant's application if that tenant was a defendant in an unlawful detainer / eviction action in the past.

138. Defendant's conduct makes relocation more expensive for Plaintiffs by requiring them to submit increased sums for a deposit or security.

139. Plaintiffs continue to suffer distress, anguish, anxiety, annoyance, irritation, discomfort, and fear.

V. CLAIMS

A. Cause of Action I: Violations of Washington Law Against Discrimination

140. The allegations set forth above are incorporated herein.

141. On December 20, 2017, an attorney for Martha Zamora sent a letter to Defendant's counsel asking that the Defendant reasonably accommodate her disability.

1 142. Mrs. Zamora was trying to recover from a recent procedure on her
2 kidneys.

3 143. The letter requested accommodation by dismissing the unlawful detainer
4 action against her without prejudice.

5 144. In February 21, 2018, an attorney for Brito Munguia sent letters to
6 Defendant's counsel asking the Defendant reasonably accommodate her sons'
7 disabilities.

8 145. Ms. Brito Munguia's sons, Bryan and Angel, both suffer from autism.

9 146. The letter requested accommodation by dismissing the unlawful detainer
10 actions against her without prejudice.

11 147. In both cases, the Defendant was provided with notice and proof of the
12 disability.

13 148. However, in both cases, the Defendant refused to engage in an
14 interactive process with anyone.

15 149. The Defendant did not discuss whether a reasonable accommodation
16 could be achieved.

17 150. The Defendant also refused to offer any alternatives or otherwise
18 propose potential accommodations to the disabilities identified.

19 151. The Defendant's conduct caused significant emotional distress, anguish,
20 anxiety, and fear to Mrs. Zamora and Ms. Brito Munguia's sons.

21 152. The Defendant's conduct impaired Mrs. Zamora's recovery from kidney
22 surgery.

23 153. The Defendant's conduct worsened and increased the symptoms from
24 autism suffered by Ms. Brito-Munguia's sons.

1 154. Defendant violated the Washington Law Against Discrimination
2 ("WLAD"), Chapter 49.60 RCW et seq., by discriminating against Mrs. Zamora and Ms.
3 Brito-Mungia's sons based on their disabilities.

4 155. Defendant violated the WLAD by refusing to take steps reasonably
5 necessary to accommodate the disability of Martha Zamora and Ms. Brito-Mungua's
6 sons.

7 156. Defendant violated the WLAD by refusing to engage in the interactive
8 process with Martha Zamora and Ms. Brito-Mungua.

9 157. Defendant also violated the WLAD by refusing to negotiate with Plaintiffs
10 and other members of the HOA regarding a purchase of the mobile home park.

12 158. Plaintiffs and other members of the HOA have requested the Defendant
13 negotiate in good faith regarding a purchase of the mobile home park.

14 159. Plaintiffs and other members of the HOA have obtained support from
15 various local and state public entities to facilitate a potential purchase of the mobile
16 home park.

17 160. Support from various local and state public entities include an allocation
18 from the Legislature in the form of a grant up to \$2.5 million.

20 161. Under the SeaTac Municipal Code, the Defendant must give Plaintiffs
21 and their neighbors the right of first refusal in purchasing the property. See
22 15.465.600(H)(2)(i).

23 162. Nonetheless, Defendant refuses to negotiate with Plaintiffs and other
24 members of the HOA because they are Hispanic and/or are from Latin American
25 countries.

1 163. As a direct and proximate cause of Defendant's practices, Plaintiffs
2 suffered injury and damages in an amount to be proven at trial.

3 **B. Cause of Action II: Violations of the Consumer Protection Act**

4 164. The allegations set forth above are incorporated herein.

5 165. Defendant's conduct as set forth above violates the Mobile Home
6 Landlord-Tenant Act, Chapter 59.20 RCW et seq.

7 166. Defendant's acts and practices were not performed in good faith under
8 the Mobile Home Landlord-Tenant Act, Chapter 59.20 RCW et seq. RCW 59.20.020.

9 167. Defendant's rights were not enforced in good faith under the Mobile
10 Home Landlord-Tenant Act, Chapter 59.20 RCW et seq. RCW 59.20.020.

12 168. Defendant's failure to perform acts in good faith precludes relief under
13 the Mobile Home Landlord-Tenant Act, Chapter 59.20 RCW, et seq. RCW 59.20.020.

14 169. Defendant's failure to comply with provisions under the MHLTA, Chapter
15 59.20 RCW, may form the basis of an unfair and deceptive practices claim under the
16 Consumer Protection Act, Chapter 19.86 RCW.

17 170. Defendant's failure to comply with provisions under the WLAD, Chapter
18 49.60 RCW, including the duty to reasonably accommodate and engage in the
19 interactive process, may form the basis of an unfair and deceptive practices claim
20 under the Consumer Protection Act, Chapter 19.86 RCW.

22 171. Defendant's failure to comply with the SeaTac Municipal Code and the
23 Defendant's own relocation plan was unfair and deceptive under the Consumer
24 Protection Act, Chapter 19.86 RCW.

25 172. Defendant's acts and practices as set forth in this complaint were unfair
26 and deceptive under the Consumer Protection Act, Chapter 19.86 RCW.

1 173. Defendant's acts and practices occurred in the conduct of Defendant's
2 trade or commerce.

3 174. Defendant's acts and practices adversely impact the public interest and
4 have injured Plaintiffs and have the capacity to injure other persons.

5 175. Defendant's acts and practices proximately caused injury to Plaintiffs.

6 176. As a direct and proximate result of Defendant's acts and practices,
7 Plaintiffs suffered injuries and seek damages in an amount to be proved at the time of
8 trial.

9 **C. Cause of Action III: Intentional Infliction of Emotional Distress**

10 177. The allegations set forth above are incorporated herein.

11 178. Defendant's conduct goes beyond all bounds of decency and is
12 otherwise intolerable in a civilized society.

13 179. As a direct and proximate cause of Defendant's practices, Plaintiffs
14 suffered severe emotional distress, injury, and damages in an amount to be proven at
15 trial.

16 **D. Cause of Action IV: Nuisance**

17 180. The allegations set forth above are incorporated herein.

18 181. Defendant's conduct violated Chapter 7.48 RCW by causing injury to
19 Plaintiffs' health, offending their senses, obstructing their free use of property, and
20 interfering with Plaintiffs' use and enjoyment of life and property.

21 **E. Cause of Action V: Joint Venture and Dissolution**

22 182. The allegations set forth above are incorporated herein.

23 183. A joint venture requires an express or implied contract; a common
24 purpose; a community of interest; and equal right to a voice, accompanied by an equal
25 right to control.

184. Plaintiffs and Defendant have an implied contract to protect their own property interests through tenancy.

185. To protect and effectuate each other's rights, Plaintiffs, their homeowner neighbors, and Defendant are required to communicate, negotiate in good faith, and cooperate.

186. The Defendant's failure to communicate, negotiate in good faith, and cooperate with Plaintiffs and their homeowner neighbors is an abdication of its duties.

187. In refusing to accept further lease payments after October 31, 2017, the Defendant breached its duties under law and dissolved the joint venture between the homeowners and the landowner of the park.

188. To avoid dissolution of the joint venture, the Plaintiffs intend to seek relief that will allow them to exercise rights under Washington law that may include assuming management of the mobile home park, terminating Defendant for substantial failure to performing its duties, and purchase the mobile home park. See Chapter 25.05 *et seq.* and *Malnar v. Carlson*, 128 Wn.2d 521 (1996).

VI. DAMAGES

189. As a result of the forgoing, the Plaintiff has suffered injury and damages, including economic loss and emotional distress.

VII. REQUEST FOR RELIEF

190. Defendant's wrongful conduct described above has caused the Plaintiffs damages for which Plaintiffs seek judgment against Defendant awarding Plaintiffs the following forms of relief:

(a) An injunction under the Consumer Protection Act that precludes the Defendant from committing further unfair and deceptive acts against Plaintiffs and their neighbors in the Firs Mobile Home Park Community

(b) An award of all actual, general, and special damages that are established at trial;

(c) An abatement of rental amounts paid in excess of the diminished rental value of mobile home spaces as well as compensation for all amounts paid contrary to statute and/or Plaintiffs' leases;

(d) Treble damages pursuant to the Consumer Protection Act ("CPA"), Chapter 19.86 RCW;

(e) Compensation for emotional distress;

9 (f) An award of costs, including actual and reasonable attorneys' fees
10 and litigation expenses as provided by law under the WLAD, Chapter 49.60 RCW
11 ("WLAD") and the CPA, Chapter 19.86 RCW;

(g) Out-of-pocket and investigative expenses;

(h) Pre-judgment interest on all amounts awarded as allowed by law;

(i) Post-judgment interest;

(k) Such other equitable, legal, or additional relief as may be appropriate and just.

DATED: August 9, 2018.

BRESKIN JOHNSON TOWNSEND, PLLC

By: /s/ Brendan W. Donckers

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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on this date I filed the foregoing document with the Clerk of the Court using the court's efilng system and had it served on the following counsel of record, in the manner indicated:

Francis S. Floyd
Thomas W. Stone
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Dated August 9, 2018, at Seattle, Washington.

s/Leslie Boston
Leslie Boston, Legal Assistant